

1. DEFINITIONS:

"**Agreement**" means these terms and conditions.
 "**Charges**" means the fee payable for the Course selected
 "**CMC**" means CMC Partnership Global Ltd for courses delivered in and from the UK, Republic of Ireland, Jersey, Guernsey, Isle of Man and Italy, and CMC Partnership (Asia) Pte Limited for courses delivered in Singapore.
 "**Course**" means the specific CMC Prosci® training or CMC Partnership Global training course selected by the Participant
 "**Course Booking Date**" means the date upon which CMC are in receipt of payment in full of Course fees and the Participant's place is confirmed
 "**Course Date**" means the date on which a Course commences or is due to commence.
 "**Participant**" means the attendee of the Course and recipient of the training and associated Prosci® license benefits
 "**Personal Data**" is defined in accordance with the General Data Protection Regulation (GDPR), and means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier.
 "**Purchaser**" means the purchaser of the Course place for the Participant
 "**Trainer**" means the CMC employee/s who are delivering the Course.
 "**Unrecoverable Expenses**" means those costs that CMC incur in reserving a Participant on a Course which cannot be recovered by CMC in the event of non-attendance, including but not limited to Trainer and other staff costs, day delegate rates, room hire, catering and other venue costs, and materials.

2. CHARGES AND PAYMENT:

2.1. Payment is 100% in advance. A VAT invoice will be issued upon receipt of payment.
 2.2. Course fees quoted by CMC must be credited in full to CMC without deductions, the Purchaser is responsible for any and all bank or credit card charges.
 2.3. Unless otherwise confirmed in writing by CMC, Participant places are not reserved until full payment is received.
 2.4. For in-person training all travel and accommodation is excluded. Participants are responsible for arranging their own travel and accommodation and for provision of their personal IT equipment.
 2.5. For Virtual Instructor Led Training Participant is responsible for arranging provision of their personal IT equipment and internet access to enable access to the virtual classroom.

3. AMENDMENTS:

3.1. All requests must be submitted in writing (including via e-mail) by the Purchaser (copying the Participant where different) to contracts@cmcpartnership.com and confirmed by phone to + 44 (0)1600 740023. **All requests are subject to the approval of CMC which shall be final.**
 3.2. Subject to 3.1. above:
 3.2.1. **SUBSTITUTIONS:** With the exception of the CMC Refresher Workshop for Prosci® Certificated Practitioners (RWP), Prosci® Train the Trainer (TTT) and the Prosci® Experienced Practitioner Programme (EPP) courses, Participants may be substituted at no additional charge at any time, however CMC recommend such substitutions are made no later than 10 calendar days before the Course Date. Substitutions are not permitted for the RWP, TTT and EPP courses.
 3.2.2. **CANCELLATIONS:**

- Cancellation 30 calendar days or more before the Course Date: 100% Course Charges refundable **subject to an administration fee of £200+VAT for courses in the UK, Jersey, Guernsey, Isle of Man, of EUR250+TAX for courses in Republic of Ireland, Italy or of SGD400+GST for courses in Singapore which will be deducted from any refund.**

- Cancellation 21-29 calendar days before the Course Date: 50% Course Charges refundable
 - Cancellation less than 21 calendar days before the Course Date: No refund available

3.2.3. **TRANSFERS: All transfers are subject to an administration fee of £200+VAT for courses in the UK, Jersey, Guernsey, Isle of Man, of EUR250+TAX for courses in Republic of Ireland, Italy or of SGD400+GST for courses in Singapore, plus any differential in course cost and any Unrecoverable Expenses, all of which will be payable in full upon request prior to confirmation by CMC of the transfer.**

Participants may be transferred to an alternative course where the following conditions are met:
 - Request must be received no later than 30 calendar days before the original Course Date.
 - CMC must be in receipt of all applicable fees including but not limited to administration fees and any additional course charges.
 - The alternative course must take place within 6 months of the original Course Booking Date.
 - No further Substitution, Cancellation or Transfer will be permitted.

For the avoidance of doubt in the event of the alternative course being cheaper than the original, no refunds will be made.

3.3. CMC reserves the right to cancel or amend Courses at any time and undertakes to provide the Participant and Purchaser reasonable notice of any such cancellation or amendment where practical. In the event of cancellation of a Course, change in Course Date or change in venue of more than 150 miles the Purchasers sole remedy will be to a refund of the Charges for that Course. Where the Participant is not the Purchaser, Participants shall not be entitled to compensation, costs or damages arising from such cancellation or amendment.

4. PARTICIPANTS:

4.1. Participants shall behave in a reasonable and professional manner throughout the training, and in accordance with the reasonable instructions of CMC, the Trainer, and the owners / managers of the training venue, including acceptance of the Single User License as described in clause 7.3 below.
 4.2. CMC may remove a Participant from a Course, where, in the sole and final opinion of the Trainer, the Participant is behaving unreasonably, and in which case the Purchaser will not be entitled to any refund of the Charges and CMC shall have no further liability to neither the Participant nor the Purchaser.
 4.3. Participants must ensure they attend the Course which they are scheduled to attend. CMC will not be held liable, financially or otherwise for any non-attendance, whatsoever the reason may be.
 4.4. CMC reserves the right to refuse a Participant registration for any legal reason.

5. LIABILITY AND ITS EXCLUSION AND LIMITATION:

5.1. To the extent permissible by law, CMC shall not under any circumstances be liable for any indirect, incidental, special or consequential damages including but not limited to for loss of or interruption to business or profits or other financial loss.
 5.2. Notwithstanding clause 5.4 below, to the extent permissible by law CMC's total aggregate liability to the Purchaser arising out of and in respect of this Agreement shall be limited to the Charges actually paid for the Course by the Purchaser hereunder.
 5.3. To the extent permissible by law, CMC excludes any and all liability to the Participant where the Participant is not the Purchaser.
 5.4. CMC warrants that any Prosci® electronic or physical materials purchased under this Agreement will be free from any virus, Trojan horse, malware, worm or other software routine designed to permit unauthorized access to any software or data or disable or damage any software or data or otherwise disrupt, damage, interfere or result in disruptions, damage or interference with computer and/or telecommunication facilities. The Purchaser's sole and exclusive remedy for any breach of this warranty by CMC, and CMC's entire liability for breach of this limited warranty, will be the

indemnification from any and all suits, proceedings at law or in equity, claims, liabilities, damages, costs, payments and expenses, including reasonable legal fees, asserted against or incurred by the Purchaser from a third party arising out of or resulting from a breach of the aforementioned warranty such liability not to exceed £500,000 (five hundred thousand pounds sterling) in aggregate over the Term. Notwithstanding anything to the contrary in this Agreement, CMC will not be liable for any indirect, incidental, special, or consequential damages (e.g., loss or interruption of business), arising from this warranty or its indemnification thereof.

6. DATA PROTECTION & THE GDPR:

6.1. Under this Agreement CMC acts as both data controller and data processor for Participant and Purchaser Personal Data. Personal Data including Participant and Purchaser names, contact details and (where advised for Courses) dietary or other relevant information may be used by CMC for the Term on the lawful basis of providing the Services described in this Agreement, which for the avoidance of doubt includes but is not limited to administration and management activities reasonably related to provision of the Services and the provision of quotations / proposals for additional work. CMC warrants that it will only use such Personal Data for the purpose of carrying out its obligations hereunder. **The Purchaser as data controller hereby authorises CMC to provide Personal Data as set out below to the following sub-processors in the United States, both of which participate in and have certified their compliance with the EU-U.S. Privacy Shield Framework:**

- Prosci Inc for processing and activation of Participant's on-line Prosci Portal providing personal access to Prosci licenced tools & templates for as long as the Participant's license and account is active (limited to Participant names, email addresses and feedback forms).
- Hubspot Inc for processing as part of CMC's customer relationship management functionality.

6.2. The Purchaser acknowledges and agrees that CMC may utilise appropriate third parties as sub-processors in connection with the provision of the Services, subject to such sub-processors being contracted via written agreement to include data protection obligations substantially the same and no less restrictive than those set out under this Agreement. A list of such sub-processors shall be made available upon request.

6.3. Participant and Purchaser email addresses may be used to provide relevant news about other CMC products and services you may be interested in under the lawful basis of legitimate interest for the Term and thereafter until instructed otherwise by the Purchaser.

6.4. CMC warrants that it has complied and will continue to comply in all respects with its obligations under the Data Protection Act 2018 and the GDPR and any amendments to or re-enactments thereof. Specifically, as data processor CMC will ensure the security of and keep records of its processing activities, notify any personal data breaches to the Client, ensure that people processing data are subject to a duty of confidence no less onerous than that set out in clause 9 (Confidentiality), delete or return all personal data to the Client as requested at the end of the Agreement, take appropriate measures to help the controller respond to requests from individuals to exercise their rights, assist the controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments, submit to audits and inspections, and give the controller whatever information it needs to ensure both Parties are meeting their Article 28 obligations. More information is available in our Privacy Policy: <http://www.cmcpartnership.com/privacy-policy>

6.5. Nothing in this Agreement shall relieve either Party of their own direct responsibilities and liabilities under the GDPR

7. INTELLECTUAL PROPERTY:

7.1 At each Prosci® Course, CMC will provide each Participant with the Prosci Change Management Content Certificate of Single User License (the "**Prosci Single User License**"), acceptance of which by the Participant is required for their participation in the Course.

7.2 At each CMC Partnership Global Course, CMC will provide to each Participant Single User License, acceptance of which by the Participant is required for their participation in the Course.

7.3 Refusal by a Participant to agree to Single User License terms shall constitute unreasonable behaviour for the purpose of Clause 4.1 above

8. TERMINATION:

8.1. This Agreement shall terminate on conclusion of the Course
 8.2. Accrued rights, **Clauses 5, 6, 7 and 12** and rights by their nature intended to survive termination of this Agreement, shall survive any termination of this Agreement.

9. **FORCE MAJEURE:** CMC shall not be in breach of this Agreement if the provision of its services are delayed, cancelled or reduced through any circumstances beyond its reasonable control including any act of God (including but not limited to fire, flood, earthquake, storm, snow, hurricane or other natural disaster), sickness, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, internet and /or telephone service.

10. **ENTIRE AGREEMENT:** This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Purchaser and CMC relating to the Training Services. In the event of a conflict between this Agreement and any other oral or written understandings, arrangements or agreements between the parties, including purchase orders, this Agreement and the terms and conditions stated herein shall prevail.

11. **EFFECTIVENESS:** This Agreement shall be effective upon the Course Booking Date.

12. LAW:

12.1. For courses delivered in or from the UK, Republic of Ireland, Jersey, Guernsey, Isle of Man and Italy this Agreement shall be governed by and construed and enforced in accordance with English law and English courts shall have sole jurisdiction.

12.2. For courses delivered in Singapore this Agreement shall be governed by and construed and enforced in accordance with the laws of Singapore and the Singapore courts shall have sole jurisdiction.